

RESTRICTIONS  
FOR THE  
ROARING RUN SUBDIVISION

IN  
TODD TOWNSHIP, HUNTINGDON COUNTY, PENNSYLVANIA

Tuscarora Land Company desires to preserve the natural beauty and rural quality of the property hereafter designated as "Roaring Run". It is the intent that all structures and activities be combined, so that there is a mild enhancement to the dominant natural and agricultural features of the property. To this end, Tuscarora Land Company desires to maintain open spaces, preserve natural topographical features and views, and preserve the environment of the property.

1. The Grantor reserves unto itself, its successors and assigns, the right to erect and maintain telephone and electric light poles, conduits, equipment, power, gas and water lines, or to grant easements or rights of way therefore, over or under a strip of land twenty-five (25') feet wide at any point along any road or right of way, side or rear lines of the land conveyed.
2. If, in the future, state, local government, any utility, co-operative, or municipality expects or requires the installation of public utility system within the area of which this is a part, grantee or grantees by the acceptance of this Deed do hereby agree to pay their proportionate share of the cost and expense of the erection, maintenance and operation thereof, as the same costs are to be determined by the appropriate authority.
3. No building shall be erected closer than a minimum of fifty-six and one-half (56½) feet from the center of any right-of-way or road, no closer than twenty-five (25') feet to the side or rear of property line, with the exception that when two (2) or more parcels are used together for the construction of one (1) dwelling then said twenty-five (25') foot set back shall apply only to the outside property lines.
4. No building of a temporary nature shall be erected or placed on said tract except those customarily erected in connection with building operations; in such case, for a period of time not to exceed six (6) months.
5. The use of trailers or mobile homes is prohibited with the exception that one trailer or mobile home is permitted on each lot of the subdivision as long as the living area of the mobile home is at least 480 square feet and the said mobile home is permanently placed on a solid closed foundation.
6. No trucks, buses, old cars or unsightly vehicles of any type or description may be left abandoned.
7. No stream, water course, or spring on or near any tract may be contaminated, diverted or permanently blocked.
8. If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning real estate situated in said Roaring Run to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any other covenant, together with the right to recover damages plus the cost of said violation.
9. The Grantees hereby covenant to consult the Huntingdon County Township Health Officer before installing any on site sewerage facilities.
10. Invalidation of any one of these covenants by judgment or court order, shall in no ways affect any of the other provisions which shall remain in full force or effect.
11. Nothing herein is to be construed to prevent the Grantor from placing further covenants or easements on any tract in said Roaring Run which shall not have already been conveyed by them.

SIGNED THIS 17<sup>th</sup> DAY OF May, 1977

TUSCARORA LAND CO.

BY: Charles R. Lawyer Charles R. Lawyer  
Vice President



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RECORDED  
STATE NOTARY PUBLIC  
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS  
17th DAY OF MAY 1977  
IN WITNESS WHEREOF I HAVE SIGNED MY  
NAME AND SEAL OF OFFICE  
AT PETERS TOWNSHIP, FRANKLIN COUNTY  
PENNSYLVANIA  
MAY 17 1977

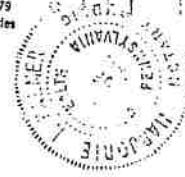
COMMONWEALTH OF PENNSYLVANIA  
:SS:  
COUNTY OF FRANKLIN

On this 17<sup>th</sup> day of May, 1977, before me, a Notary Public in and fore said Commonwealth and County, personally appeared CHARLES R. LAWYER, who acknowledged himself to be the Vice-President of Tuscarora Land Co., and that he as such Vice-President, being authorized to do so executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by himself as Vice-President.

WITNESS my hand and seal the day and year aforesaid.

*Marjorie I. Palmer*

MARJORIE I. PALMER, NOTARY PUBLIC  
PETERS TOWNSHIP, FRANKLIN COUNTY  
MY COMMISSION EXPIRES AUG. 13, 1979  
Member, Pennsylvania Association of Notaries



RECORDED *May 18*, 1977 JOHN P. MILLS, Recorder